

## **“EXHIBIT 1”**

**NOTE: SUBSTANTIAL REWORDING OF ENTIRE DECLARATION. SEE ENTIRE ORIGINAL DECLARATION AND ANY AMENDMENTS THERETO FOR PRESENT TEXT.**

### **AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, RULES AND REGULATIONS OF HERITAGE VILLAGE**

Covenants, Restrictions, Rules and Regulations are necessary in order to have an attractive Subdivision of which all members can be proud. Heritage Village Master Unit Owners' Association, Inc., ("Association") has therefore established and will enforce these Amended and Restated Declaration Covenants, Restrictions, Rules and Regulations, which fully amend the original Declaration of Restrictions, Rules and Regulations that were recorded November 13, 1991, in Okeechobee County Book 328, Page, 286, and which were amended from time to time, including the amendment recorded in Okeechobee County on April 8, 2021, Instrument #2021004351, which preserved the original Declaration.

#### **Definitions**

- A. Association – The Association is Heritage Village Master Unit Owners' Association, Inc. ("Association" or "Subdivision") is a group of all its members and represented by the Board of Directors.
- B. Board of directors – The Association board of directors is the group of people elected by its members to manage the Association.
- C. Member – Any person, corporation or other legal entity owning a mobile home unit or owning a unit in the Association, which includes the previous condominium phase of Heritage Village Subdivision, being the same units of the now dissolved Heritage Village, an RV Condominium, as recorded in Condominium Book 1, Page 52, public records of Okeechobee County, Florida.

#### **1. ZONING**

- A. Heritage Village is zoned Residential Mobile Home Park (RMH) single family dwelling subdivision by Okeechobee County. Therefore, no self-contained apartment can be added to an existing dwelling and double occupancy is prohibited in the Park.
- B. In the RV subdivision no recreational vehicle, regardless of size, shall be used as a permanent residence. This restriction does not apply to a park models.
- C. Only a manufactured park model can have a kitchen and cooking facilities.
- D. In the RV subdivision, no one can live without having an RV and / or a manufactured park model on the unit. An entertainment room cannot have a kitchen and cooking facilities and therefore cannot be used in lieu of a park model.
- E. All properties forming part of Heritage Village Master Unit Owners' Association, Inc., individually constitute a whole. Therefore, when a member wants to sell his

property, he is not allowed to sell the land without the structures erected on it and vice versa, unless the goal is to remove the mobile home, park model or VR from the lot. In this case, the withdrawal must be made before the sale of the land. However, there are two exceptions, namely lots 54 and 88 which acquired rights are recognized since they do not constitute a whole. These acquired rights will end when the land's member or structure acquires the other entity, whichever the case, or when a new member acquires both the structure and the land.

## **2. EXTERIOR ATTACHEMENTS**

- A. Propane tanks in excess of 30 pounds are not permitted.
- B. Towers for TV antennas and TV antennas are not permitted except for the KU Band satellite dish (small dish) and wifi-antenna posts, unless the installation of the antenna is required to receive direct broadcast television signal or satellite, including direct to home satellite service, or to receive or transmit fixed wireless signals via satellite, subject to other safety and aesthetics restrictions and standards.
- C. Outdoor laundry drying is permitted only with umbrella type clotheslines located at the rear of the unit.
- D. All signs advertising properties for sale are not permitted within the Park except for those approved by the Association.

## **3. CONSTRUCTION RESTRICTIONS, RULES, AND STANDARDS**

Any building and improvements done on a unit prior to the implementation of the following Construction Restrictions, Rules and Standards will not be subject to these more restrictive rules as long as all zoning ordinances and regulations by Okeechobee County have been observed. Furthermore, Florida and Okeechobee County laws prescribe the obligation of obtaining a permit before proceeding with any construction or renovation. The permit shall be visibly posted at the property prior to the work beginning.

Allowable Structures:

- A. Each unit in the Mobile Home Subdivision shall be occupied by not more than one mobile home which must be a factory constructed conventional single maximum 16 feet wide or double maximum 32 feet wide, or a single-story hurricane proof house of concrete blocks of no less than 1000 square feet and compatible with a mobile home environment. Triple wide factory-constructed mobile homes are not permitted.
- B. Each site in the RV section Subdivision shall be occupied by not more than one RV or park model which must be connected to the sanitary facilities and electrical hook-up. Park models must not be more than 500 square feet, must be factory-constructed, a maximum 14 feet wide and single story.
- C. An RV stored or remaining on a unit for longer than 6 months shall be tied down utilizing County-approved materials and anchors and must be skirted.
- D. Mobile Home or Park Model towing tongues and wheels must be removed.

- E. No building on a unit can be more than a single story with a total height no greater than 20 feet from the ground.
- F. All Mobile Homes, Park Models or elevated buildings must be skirted with County-approved materials.

Other Structures:

- A. Carports, storage sheds, screen rooms, sunrooms, cabanas, or patios are permitted as long as they do not become self-contained houses.
- B. All carport roofs must be constructed with County-approved materials.
- C. Utility sheds and one-car garages are permitted, subject to both Association and Okeechobee County, approval.
- D. The Association may adopt additional architectural guidelines that do not conflict with this Declaration in its Rules and Regulations, as amended from time to time.

Property setbacks:

- A. Construction setback measurements for each lot are:
  - a. Front: 20 feet which may include a 5 foot buffer
  - b. Side: 8 feet
  - c. Rear: 10 feet
- B. The 20 feet front setback of a unit must contain at least 250 square feet of lawn or landscaping.
- C. Not more than 50% of the total lot area can be covered with an impervious (concrete) surface.
- D. Not more than 75% of the total lot area can be covered by impervious (concrete) and porous (bricks) surfaces.

Fences & hedges:

- A. Fences are not permitted except for rear fences on lots that border the perimeter of the Park. All fences shall have a maximum height of six feet.
- B. Hedges are not permitted except on the Park's common areas.

Docks and retaining walls:

Docks, walls, and other structures are not permitted around the retention ponds.

Construction Variances:

All construction projects or material and exterior alterations shall first require the written approval of the Association, followed by Okeechobee County, if applicable. These authorizations must be obtained prior to the beginning of the project. The Association is entitled to ask for information or documents reasonably related to the project.

Use of buffer:

- A. Buffers are the property of Heritage Village Master Unit Owners' Association, Inc. and are not an extension of a member's property. Therefore, no construction or

development is permitted in these areas. However, the member, adjacent to these areas, has the obligation to mow the lawn from November 1 to March 31.

- B. The Association has an easement over and upon each site in order to maintain, repair and replace the common elements and to prevent damage to the common elements.
- C. Should access be required, the Association will provide 24 hours written notice to the affected member.

#### **4. CONDITION OF SITES**

- A. Members and renters will maintain their unit in a neat, clean and orderly condition. Upon failure of any member or renter to maintain his unit in such manner, the Association reserves the right to do it at the unit Member's expense and issue fines according to Bylaw "B", section VII, 7.2.
- B. Fixed buildings such as houses, sheds, RVs must be washed by December 1st of each year. No articles, other than vehicles of all kinds and utilitarian or decorative garden furniture can be kept outside the buildings. All cut branches must be removed from the lot within 24 hours. Flower beds and grass must be maintained regularly. All dead trees must be removed without delay.

#### **5. SECURITY AND SAFETY**

- A. Registration - To ensure security and safety for all residents and to facilitate matters in the event of any emergency, each resident must be registered at the Welcome Office.
- B. Streetlights – Street lights are considered limited common elements which are utilized for the benefit of the unit and member so served where the streetlight is connected to the units electrical panel or fuse box. In order to keep a uniform appearance in the Park, the style of the street lights and bulb cannot be replaced by the member. Members shall maintain the streetlights that are powered or connected to their unit and ensure that the streetlights are powered and operated year-round. Should a member fail to maintain or repair a streetlight connected to its unit, the Association may conduct the maintenance or repair and issue an invoice against the member for the work performed by the Association.

#### **6. ASSOCIATION MEMBERSHIP AND NON-MEMBERS**

- A. Every owner in the Park agrees to become and shall be a member of the Association and agrees to abide by Bylaws "B" and "C" of the Association.
- B. Members are responsible for damage caused by themselves, their guests, their children, and pets of the foregoing. The Association may repair any such damage without notice and charge members for the same and issue fines according to Exhibit "B", Bylaw VII, section 7.2.
- C. Members must ensure that their renters, guests, and children are familiar with and comply with these rules and regulations.

- D. Children under thirteen (13) must be always supervised.

## **7. CLUBHOUSE AND OTHER COMMON FACILITIES USE**

- A. Recreational facilities of the Park are for the use and enjoyment of members, tenants, and their guests. However, the use of such facilities may be limited by the Association from time to time.
- B. Rules regarding the use of each facility are posted in their respective area and must be observed by all users of these facilities.
- C. The resident of each unit collectively is allowed to have a maximum of six guests using the facilities at any time. A member may seek the Associations' approval if he or she wishes to have more than six (6) guests use the common facilities at one time, and the Association shall have full discretion to approve or deny the request.
- D. Guests may use the Association's recreational facilities with or without the presence of the member or resident. However, should a guest be found in violation of the Declaration, the Association may require a member or resident to accompany the guest when using any recreational facility.

## **8. ANIMALS**

- A. Cats and/or dogs (under 20 pounds), and caged birds are the only types of pets permitted. Birds must be kept inside the unit. A maximum of two pets is permitted per lot. Residents are required to follow all Association policies, guidelines and procedures pertaining to reasonable accommodation requests concerning animals.
- B. Aggressive animals are not allowed in the Park.
- C. All pets shall be collared, currently licensed, and always kept under control.
- D. Pets must be on a leash when out of doors. When a pet is out of doors, the resident shall be responsible for cleaning up after the pet.
- E. Dogs that bark excessively shall not be tolerated.

## **9. VEHICLE PARKING**

- A. In the Mobile Home part of the subdivision and in the RV section of the subdivision with a park model, no more than four (4) motorized or towed vehicles (car, truck, RV, trailer or pleasure craft on a trailer) may be parked on a lot. Since a park model is considered an RV, only one other RV can be parked on the lot. Motorcycles and golf carts are excluded from this count.
- B. In the RV section of the subdivision without a park model, no more than 4 motorized or towed vehicles (car, truck, RV, (without double occupancy) trailer or pleasure craft on a trailer) may be parked on a member's unit. Only 2 of those motorized vehicles may be an RV or trailer. Motorcycles and golf carts are excluded from this count.
- C. On-street parking is not permitted from dusk to dawn.

- D. Commercial vehicles are permitted in the Park, provided they are performing a service to a lot within the Association, or if the commercial vehicle is owned by a member or tenant. However, if a commercial vehicle is owned by a member or tenant, a weight limit of 8,500 pounds (curb weight) shall apply. All other commercial vehicles are prohibited.
- E. When a lot has a park model or a mobile home, an RV or trailer is permitted to be parked on the grass on the side of the lot (without exceeding the front portion of the home) and in the back of the lot. The parking of a recreational vehicle or trailer is permitted in the front of the lot only when parked on the driveway leading to the home. The driveway must be of concrete, pavers, or asphalt. No parking is permitted on the grass on the front setback of the property.
- F. No major maintenance or repair of motor vehicles, motorcycles, watercrafts, boat engines or trailers will be permitted within the Park.

## **10. TRAFFIC IN THE PARK**

- A. Operators of motorized vehicles such as golf carts within the subdivision will be at least 14 years of age.
- B. Pedestrians have the right of way over all vehicles.
- C. Bicycles have the right of way over motorized vehicles.
- D. The speed limit for all motorized and electric vehicles (including any other non-motorized or electrical equipment) is 10 MPH and must be observed at all times within the Park.

## **11. WASTE AND TRASH**

- A. Household waste must be deposited in the approved container or in the approved location as identified by the Board of Directors.
- B. Residents must ensure that their garbage and trash is bagged or securely wrapped and placed in the approved container.
- C. The burning of waste of any kind is prohibited.
- D. Garbage facilities must be used in accordance with the instructions and rules posted at the garbage area, and according to Waste Disposal Guidelines as set by the Association in its Rules and Regulations, as they may be amended from time to time.
- E. The disposal of appliances, BBQs, large objects and construction waste in the garbage container is strictly prohibited. It is the residents' responsibility to dispose of those items elsewhere at their own expense.

## **12. USE OF THE PARK**

- A. To ensure a peaceful and quiet enjoyment for all residents, each resident is prohibited from:
  - a. Engaging in disorderly conduct.
  - b. Using offensive or abusive language.

- c. Creating a noisy disturbance. Lawn mowing and the use of power tools by residents is only permitted from 8am to 4pm on Monday to Friday between December 1st and March 31st. From April 1st to November 30th, lawn mowing, and the use of power tools is permitted from 8am to 4pm 7 days a week.
  - d. Breaching the peace.
  - e. Violating any governmental law, rule, regulation, or ordinance.
  - f. Doing anything that violates any other resident's rights to peaceful and quiet enjoyment.
  - g. Trespassing on any other member's unit.
- B. Commercial Enterprises  
The Park is zoned Residential and therefore the operation of commercial enterprises is prohibited.
- C. Soliciting or Peddling  
Soliciting or peddling is prohibited within the Park without the written permission of the Association.
- D. Lawful Use  
All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

### **13. RESPONSIBILITIES**

- A. The Association is not responsible for loss and/or damage caused by accident, fire, theft, or act of nature to any home or personal property.
- B. The Association is not liable for accident or injury of any person or property through the use of recreational or common element facilities.
- C. No person will use any property or facilities owned by the Association or any part thereof, or any site or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be announced or proclaimed by the Association.
- D. It is prohibited to use a property in such a way as to create additional insurance costs for the Association and other members.

### **14. CONDOMINIUM PHASE**

- A. Applicability - This Declaration shall apply to the Condominium Phase of Heritage Village Subdivision which comprises the former condominium units as shown on the plat of Heritage Village, an RV Condominium, as recorded in Condominium Book 1 at Page 52, public records of Okeechobee County, Florida, and all calculations concerning meeting quorums, notice and division of expenses for purposes of voting and assessment for subdivision expenses shall additionally reflect those 120 units.

- B. No mobile home shall be permitted to be placed on a lot or unit within the RV Condominium phase of the subdivision.
- C. All provisions in the Declaration and Bylaws of the Association concerning assessments, liens and enforcement of liens shall apply within the RV Condominium phase of the subdivision as well as the original mobile home phase.
- D. All provisions within the Declaration, Articles of Incorporation or By-Laws of the Association shall be construed, where necessary, to include the 120 units within the RV Condominium phase of the subdivision within the calculation of meeting quorums, notice and division of expenses for purposes of voting and assessments for Association expenses.

## **15. ASSESSMENTS AND OTHER CHARGES**

The Association has the power to levy and collect assessments against each lot and member in order to provide the necessary funds for proper operation and management of the community and for the operation of the Association, including both annual assessments for each lot's share of the common expenses as set forth in the annual budget, and special assessments for any proper common expenses. The Association may also levy charges against individual Lot(s) and member(s) for any amounts, other than for common expenses, which are properly chargeable against such lot and member under the Governing Documents. The member of each lot, regardless of how the title was acquired, is liable for all assessments or installments thereon coming due while he is the member and is jointly and severally liable with the previous member for all assessments or installments thereon that came due up to the time of transfer of title, plus past due and current interest, late fees, costs and legal fees. Multiple members are jointly and severally liable. General assessments (regular, periodic assessments) are due monthly, quarterly, bi-annually, or annually, as the Association may determine. Additional assessments, including special assessments, are assessed and due as determined by the Association. A late fee of \$25.00 will be charged for all late assessment payments the 10th day after the due date, and all interest at the highest rate permissible under Florida Statute 720.3085, as it may be amended from time to time. The Association shall also be entitled to all of its attorneys' fees and associated costs. The provisions of Bylaw V, Paragraph 5.4 and 5.5, apply to the collection of all assessments.

## **16. AMENDMENTS**

The Association may propose an amendment to this Declaration. However, the Declaration can only be amended after obtaining approval of sixty percent (60%) of the members with a voting interest in the Association. The Association may vote to approve an amendment by written consent in lieu of a meeting, or in person and/or by proxy at a member meeting. Such amendments shall be effective after having been recorded with a certificate in the Public Records of Okeechobee County, Florida. An updated copy of the Declaration shall be maintained at the Association office and shall be open to inspection by members at all reasonable times. The Association shall be entitled to submit directives and procedures that do not conflict with this Declaration.



## **17. ACCESS BY GOVERNMENTAL AUTHORITIES**

Full cooperation with governmental departments, state, county, and utility is required of all unit members to protect the health, safety and welfare of residents, invitees, and guests to the subdivisions, including open access to units by fire, ambulance, police and utility vehicles and personnel.

## **18. ELECTRONIC VOTING & REMOTE MEETINGS**

The Association may hold elections and other membership votes through an Internet-based online voting system if a member consents, in writing, to online voting, if the requirements of Florida Statute Section 720.317 are met, as it may be amended from time to time. The Association shall be entitled to conduct virtual or remote meetings pursuant to Florida Statute Sections 617.0820 and 617.0721(3), as they are amended from time to time. A director or member participating in a meeting remotely or virtually is deemed to be present in person at the meeting.

## **19. LEASING**

Members shall be permitted to lease their property, subject to the restrictions in the Declaration of Restrictions and Rules and Regulations. Reference to rental or leasing in this Declaration shall include any lease, rental, lease renewal, lease extension, license or change in occupancy under, during, or along with the lease or rental, as well as to other occupancy for consideration. Consideration includes but is not limited to exchange of services, bartering, employment or otherwise.

- 1) Members are only entitled to a maximum of three (3) short-term rentals during the winter season, between November 1st and March 30th. Short-term rentals are defined as any lease with a duration of less than thirty days. During the summer season, i.e., from April 1st to October 31st, rentals of less than 30 days are not permitted throughout the Park.
- 2) Sub-leasing of a mobile home, park model or other structure shall be prohibited. Furthermore, no rooms shall be rented in any of the above. The intention is that only the entire mobile home may be rented, and no mobile home, park model or other structure may be sub-let.
- 3) There shall only be one lease per property at one time and the member cannot occupy the property during any lease period.
- 4) The Association shall be entitled to bring any action at law, including but not limited to an injunction action, to enforce these leasing provisions and restrictions. In any action under this section, the prevailing party is entitled to its attorneys' fees and costs.

## **20. MAXIMUM OWNERSHIP OF UNITS**

No member shall be permitted to have any ownership interest in more than two (2) units in the Association. This includes but is not limited to when a unit is owned individually or by a corporation where an individual holds any corporate interest. The Association has

the right to request any corporate documentation that may establish or provide proof of an interest in a corporation seeking to purchase a Unit in the Association. Members that have an ownership interest in more than two (2) Units as of the date of this amendment shall be grandfathered in up to that limit but shall not be permitted to purchase additional units or acquire an interest in any other unit above that limit. This amendment shall also not affect an heir or a beneficiary's ability to inherit a unit or units from a decedent that was originally grandfathered in from the date of this amendment.

## **21. REMEDIES FOR VIOLATIONS**

- A. Each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with Florida Statute Section 720, the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against.
- B. The prevailing party in any such litigation is entitled to recover reasonable attorney fees and costs. A member prevailing in an action between the association and the member under this section, in addition to recovering his or her reasonable attorney fees and cost, may recover additional amounts as determined by the court to be necessary to reimburse the member for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. This section does not deprive any person of any other available right or remedy.